

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF MARYLAND
Baltimore Division

IN RE:
KERYNN D POOLE
Fka KERYNN D HUGGINS
Aka KERI D POOLE
Debtor

Case No. 24-20570-DER

Chapter 13

US BANK TRUST NATIONAL ASSOCIATION, NOT IN
ITS INDIVIDUAL CAPACITY BUT SOLELY AS OWNER
TRUSTEE FOR VRMTG ASSET TRUST

Movant

v.
KERYNN D POOLE
Fka KERYNN D HUGGINS
Aka KERI D POOLE
Debtor/Respondent
and
JOHN D. POOLE
Co-Debtor/Co-Respondent
and
REBECCA A. HERR
Trustee/Respondent

MOTION FOR RELIEF FROM AUTOMATIC STAY AND CO-DEBTOR STAY
PURSUANT TO 11 U.S.C. § 1301(c)
(REAL PROPERTY)

US Bank Trust National Association, not in its individual capacity but solely as owner trustee for VRMTG Asset Trust (“Movant”) hereby moves this Court, pursuant to 11 U.S.C. § 362(d)(1), for relief from the automatic stay, and pursuant to 11 U.S.C. § 1301(c), for relief from the Co-Debtor stay, with respect to certain real property of the Debtor having an address of 127 Duval Ln, Edgewater, Maryland 21037-1610 (the “Property”), for all purposes allowed by the Note (defined below), the Deed of Trust (defined below), and applicable law, including but not limited to the right to foreclose. In further support of this Motion, Movant respectfully states:

1. A petition under Chapter 13 of the United States Bankruptcy Code was filed with respect to the Debtor on December 16, 2024.

2. The Debtor, Kerynn D. Huggins, and Co-Debtor, John D. Poole, has executed and delivered or are otherwise obligated with respect to that certain promissory note in the original principal amount of \$255,341.80 (the “Note”). A copy of the Note is attached hereto.

3. Pursuant to that certain Deed of Trust (the “Deed of Trust”), all obligations (collectively, the “Obligations”) of the Debtor, Kerynn D. Huggins, and Co-Debtor, John D. Poole, under and with respect to the Note and the Deed of Trust are secured by the Property. The lien created by the Deed of Trust was perfected by recording of the Deed of Trust in the office of the Clerk of the

Circuit Court of Anne Arundel County, Maryland. A copy of the recorded Deed of Trust is attached hereto.

4. The Debtor was in default at the time the present bankruptcy was filed. The Debtor owed prepetition arrears of \$106,416.37. The prepetition arrearage is detailed in the Movant's Proof of Claim.

5. As of March 3, 2025, the estimated outstanding Obligations are:

| | |
|--|--------------|
| Unpaid Principal Balance | \$218,037.68 |
| Unpaid Accrued Interest | \$40,976.02 |
| NSF Fees | \$0.00 |
| Uncollected Late Charges | \$0.00 |
| Mortgage Insurance Premium | \$0.00 |
| Taxes and Insurance Payments on behalf of Debtor | \$20,428.80 |
| Interest on Advance | \$0.00 |
| Other Fees | \$0.00 |
| Other Costs | \$26,921.26 |
| Less Partial Payments | -\$329.46 |
| Minimum Outstanding Obligations | \$306,034.30 |

6. The following chart sets forth the number and amount of post-petition payments due pursuant to the terms of the Note that have been missed by the Debtor as of March 4, 2025.

| Number of Missed Payments | From | To | Monthly Payment Amount | Total Missed Payments |
|---|------------|------------|------------------------|-----------------------|
| 3 | 01/01/2025 | 03/01/2025 | \$1,685.59 | \$5,056.77 |
| Less post-petition partial payments (suspense balance): | | | | \$0.00 |
| Total Post-petition Payments: | | | | \$5,056.77 |

7. Movant has not received any post-petition payments.

8. The estimated market value of the Property is \$430,000.00. The basis for such valuation is the Debtors Schedules.

9. Cause exists for relief from the automatic stay, pursuant to 11 U.S.C. § 362(d)(1), for the following reasons:

(a) Movant's interest in the Property is not adequately protected. The Debtor has failed to make required post-petition payments.

WHEREFORE, Movant prays that this Court issue an Order terminating or modifying the stay and granting the following:

1. Relief from the stay for all purposes allowed by the Note, the Deed of Trust, and applicable law, including but not limited to allowing Movant (and any successors or assigns) to

proceed under applicable non-bankruptcy law to enforce its remedies to foreclose upon and obtain possession of the Property.

2. Permitting Movant to offer and provide the Debtor(s) with information regarding a potential Forbearance Agreement, short sale, deed in lieu, loan modification, Refinance Agreement, or other loan workout/loss mitigation agreement, and to enter into such agreement with the Debtor(s) without further order of the court.

3. Relief from the co-debtor stay imposed by 11 U.S.C § 1301(a).

4. That the Order be binding and effective despite any conversion of this bankruptcy case to a case under any other chapter of Title 11 of the United States Code.

5. For such other relief as the Court deems proper.

Dated: 3/17/2025

Respectfully Submitted,
BWW Law Group, LLC

/s/ Eric VandeLinde
Eric VandeLinde, Esq.
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bankruptcy@bww-law.com
Attorney for the Movant

CERTIFICATE OF SERVICE

I hereby certify that on this 17th day of March, 2025, I reviewed the Court's CM/ECF system and it reports that an electronic copy of the foregoing Motion for Relief from Automatic Stay, and Motion for Relief from Co-Debtor Stay, will be served electronically by the Court's CM/ECF system on the following:

Rebecca A. Herr, Trustee

Diana L. Klein, Attorney

I hereby further certify that on this 17th day of March, 2025, a copy of the foregoing Motion for Relief from Automatic Stay, and Motion for Relief from Co-Debtor Stay, was also mailed first class mail, postage prepaid, to:

Kerynn D Poole
fka Kerynn D Huggins aka Keri D Poole
127 Duval Lane
Edgewater, MD 21037

John D. Poole
127 Duval Ln
Edgewater, MD 21037-1610

/s/ Eric VandeLinde
Eric VandeLinde, Esq.